

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

BRANDON CURRIE,

Plaintiff,

-against-

**CITY OF NEW YORK, ROBERT FERNANDEZ,
CHARLES STEWART, EUGENE JOHNNY¹,
and JOHN and JANE DOE 1 through 10, (the
names John and Jane Doe being fictitious, as the
true names are presently unknown),**

Defendants.

**STIPULATION OF
SETTLEMENT AND ORDER OF
DISMISSAL**

10 Civ 0486 (FB)(CLP)

WHEREAS, plaintiff commenced this action by filing a complaint on or about February 3, 2010, alleging that the defendants The City of New York, Robert Fernandez, Charles Stewart, and Eugene Jonny violated plaintiff's federal civil and state common law rights; and

WHEREAS, plaintiff filed an Amended Complaint on or about April 8, 2011, alleging that the defendants violated plaintiff's federal civil and state common law rights; allegations; and

WHEREAS, plaintiff obtained an internship with the New York City Law Department (the "Law Department") in or about April of 2011; and

WHEREAS, plaintiff was hired by the Law Department on or about June 6, 2011; and

WHEREAS, plaintiff's employment with the Law Department was terminated on or about June 7, 2011; and

¹ "Jonny" is the correct spelling of this individual defendant's last name.

WHEREAS, plaintiff has expressed an interest in filing an amended pleading alleging additional claims based on plaintiff's employment with the Law Department and/or his termination from the Law Department; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations, including any unpled claims based on his employment with or termination from the Law Department; and

WHEREAS, the parties now desire to resolve all issues raised in this litigation, including all claims alleged in the Amended Complaint and all state, federal, or any other unpled claims relating to Plaintiff's employment with or termination from the Law Department, without further proceedings and without admitting any fault or liability;

WHEREAS, no party herein is an infant or incompetent for whom a committee has been appointed; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Brandon Currie the sum of Seventy-Five Thousand Dollars (\$75,000.00) in full satisfaction of all claims, including claims for costs, expenses, attorneys' fees, and any claims for interest. In consideration for the payment of this sum, plaintiff agrees to the dismissal, with prejudice, of all

the claims against the defendants, The City of New York, Robert Fernandez, Charles Stewart, and Eugene Jonny, and to release the defendants and any present or former employees and agents of the City of New York or any entity or person represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, attorneys' fees, and any claims for interest.

3. In further consideration for the payment of the sum specified in paragraph "3" above, plaintiff also agrees to release defendants, including any present or former employees and agents of the Law Department from any and all liability, claims, or rights of action based on plaintiff's employment with and/or termination from the Law Department, from the beginning of the world to the date of the General Release, including claims for costs, expenses, attorneys' fees, and any claims for interest.

4. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraphs "2" and "3" above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

5. Nothing contained herein shall be deemed to be an admission by the defendants or any Law Department personnel that they have in any manner or way violated

plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York, or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

7. Plaintiff agrees to hold harmless defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

8. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

LEVENTHAL & KLEIN, LLP
Attorneys for Plaintiff
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By: 

Brett Klein, Esq.
Attorney for Plaintiff

Dated: _____, New York
_____, 2012

MICHAEL A. CARDOZO
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Robert Fernandez, Charles Stewart, and
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By: 

Jeffrey A. Dougherty
Assistant Corporation Counsel

Dated: New York, New York
July 12, 2012

SO ORDERED:

HONORABLE CHERYL L. POLLAK
UNITED STATES MAGISTRATE JUDGE

Dated: Brooklyn, New York
_____, 2012